

Mills Co.

AFSCME Council 61 (Sheriff)

7/1/2004 6/30/2007

LABOR AGREEMENT BETWEEN

MILLS COUNTY, IOWA  
SHERIFF'S DEPARTMENT  
&  
COMMUNICATIONS DEPARTMENT

AND

AMERICAN FEDERATION OF STATE, COUNTY,  
MUNICIPAL EMPLOYEES  
IOWA COUNCIL 61  
LOCAL NO. 3094

EFFECTIVE

JULY 1, 2004 THROUGH JUNE 30, 2007

## INDEX

AGREEMENT.....	2
ARTICLE 1, RECOGNITION .....	3
ARTICLE 2, SEPARABILITY AND SAVINGS.....	4
ARTICLE 3, EMPLOYER RIGHTS .....	5
ARTICLE 4, NO STRIKE- NO LOCKOUT.....	6
ARTICLE 5, DUES CHECKOFF AND INDEMNIFICATION .....	7
ARTICLE 6, GENERAL PROVISIONS .....	8
ARTICLE 7, GRIEVANCE PROCEDURE .....	10
ARTICLE 8, UNIFORMS .....	13
ARTICLE 9, HOLIDAYS .....	15
ARTICLE 10, VACATIONS .....	17
ARTICLE 11, LEAVES OF ABSENCE .....	19
ARTICLE 12, HOURS OF WORK AND OVERTIME .....	23
ARTICLE 13, LAYOFFS .....	26
ARTICLE 14, SENIORITY .....	27
ARTICLE 15, INSURANCE .....	29
ARTICLE 16, LONGEVITY PAY .....	31
ARTICLE 17, WAGE AND SALARY SCHEDULE .....	32
ARTICLE 18, DEFINITIONS .....	34
ARTICLE 19, HEALTH AND SAFETY .....	35
ARTICLE 20, DURATION .....	36
MEMORANDUM OF UNDERSTANDING .....	37

## AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2002 by and between MILLS COUNTY, IOWA; SHERIFF'S DEPARTMENT AND THE COMMUNICATIONS DEPARTMENT, hereinafter referred to as the "Employer", and LOCAL NO. 3094 of the AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, IOWA COUNCIL 61, AFL-CIO, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

## **ARTICLE 1- RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all of the Sheriffs Department regular full-time Jailers and Deputies and the Communications Department Dispatchers, as set forth in the Iowa Public Employment Relations Order of Certification Case No. 5122, dated September 27, 1994, which excludes the Jail Administrator, Chief Deputy, Sheriff, Communications Officer, Sergeants and all other employees excluded under Section 4 of the Public Employment Relations Act of Iowa.

## **ARTICLE 2- SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Union agree to meet at the earliest possible mutually agreeable time for the purpose of negotiations to replace the void or illegal provision(s).

### **ARTICLE 3- EMPLOYER RIGHTS**

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of it's employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; develop, implement and enforce rules and policies for employee discipline; maintain the efficiency of governmental operations; schedule working hours and require overtime work; determine employee qualifications; relieve employees from duties because of lack of work or for other legitimate reasons; determine what work or services shall be purchased or performed by the unit employees; change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all powers and duties granted to the public Employer by law.

#### **ARTICLE 4- NO STRIKE - NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns or picketing as prohibited by Sections 10 and 12 of the Act.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the Iowa Code (1985).

The Employer pledges that it will not engage in a lockout during the term of this Agreement.



## **ARTICLE 5- DUES CHECKOFF AND INDEMNIFICATION**

Upon receipt of a lawfully executed written authorization from an employee covered by this Agreement on forms provided by the Union, the Employer agrees to deduct regular monthly Union dues of such employee from their pay. The Union will notify the Employer in writing of the exact amount of such regular membership dues to deduct.

Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance.

The Union agrees to indemnify and hold the employer harmless against any and all claims, suits, and orders of judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Such orders shall be terminable with written notice to the Employer and Union. The Employee's authorization to withhold dues shall be terminated during the first five (5) working days of June each year.

The Employer shall submit to AFSCME/Iowa Council 61, with each remittance of deductions a list of all employees having such deductions to the official designated by the Union in writing to receive such deductions not later than the thirteenth (13) day of the succeeding month.

Only two (2) changes of the dues structure per fiscal year shall be allowed, with thirty (30) days prior written notification to the Employer.

## ARTICLE 6- GENERAL PROVISIONS

**Section 1. Work Rules.** When existing rules, new rules and/or new or existing policies are changed or are established, they shall be posted prominently on all bulletin boards for a period of five (5) consecutive days before becoming effective. These work rules shall be reasonable and not conflict with any of the provisions of this Agreement. The Union shall initial the posting of rules and policies for notification purposes only.

**Section 2. Access to Files.** The employee(s) or their designated representative, with written permission of the employee, shall have access to any material entered into the employee's personnel file by the Employer. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record, after review by the County Sheriff or Communications Officer.

The employee must make an appointment for file review with the County Sheriff or Communications Officer during regular business hours and no document will be removed from the file. Copies of documents contained in the Personnel File may be copied.

**Section 3. Officers and Process Agents.** The union shall, at all times, provide the Employer with the current names and address of all Local Union officers and Stewards and all Local, Council and International Union agents for service of process.

The Employer shall provide the Union with the current names and addresses of all County Supervisors, County Sheriff, and Communications Officer, who serve as the Labor Relations Representative for service of process.

**Section 4. Discrimination.** There shall be no discrimination in regard to the respective policies, consistent with the Code of Iowa and will not violate the rights of any employees covered by this Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 5. Bulletin Boards.** The Union shall be permitted to post official Union notices on the bulletin board in the County offices. Said Union notice(s) must be signed by the Union representative of Local 3094.

**Section 6. Labor Relations Committee.** A committee will be set up for meeting quarterly to discuss issues of concern to both the employees and the Employer. The committee will consist of four (4) members, two (2) members selected by the Union and two (2) selected by the Employer.

The purpose of this committee shall be to afford both labor and management a forum, in which to communicate on items that may be of interest to both parties. The committees are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in labor Relations Committee Meetings which are held during their regularly scheduled hours of employment.

**Section 8. Discipline and Discharge.** The Employer shall not discipline an employee without just cause. Disciplinary action may be processed as a grievance through the grievance procedure with the exception of verbal admonishments. Employees shall receive a copy of any disciplinary action that is put in their file, with the employee's signature or refusal to sign before being placed in the personnel file.

**Section 9. Elected Positions.** Any law enforcement employee seeking an elective office shall adhere to the procedures as outlined in Chapter 341A.18 of the Code of Iowa.

## ARTICLE 7- GRIEVANCE PROCEDURE

### **Section 1. Definition.**

It is the declared policy of the County and the Union that in the event a grievance should arise as provided in this Article, that the County and the Union will work to timely and expeditiously resolve said grievances in utilization of the procedures described herein. A grievance is defined as a dispute which may arise between the Employer and the Employee regarding a violation, misapplication or misinterpretation of a specific provision of this agreement by the County.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

### **Section 2. Grievance Steps.** **Sheriffs Department-**

Should an employee have a grievance in the Sheriffs Department, it shall be adjusted in accordance with the following procedure:

All grievances must be presented promptly and no later than fourteen (14) calendar days from the date of the action that prompted the grievance. In the event an employee is suspended or discharged the grievance shall be appealed directly to Step 2.

Step 1. Within seven (7) calendar days of receipt of the written grievance from the employee or his/her Union representative, the supervisor will meet with the appropriate Union representative at a mutually agreed upon time and date (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the appropriate supervisor and returned to the employee and the Union representative within seven (7) calendar days from receipt of the written grievance submitted to the supervisor.

Step 2. If dissatisfied with the supervisor's answer in Step 1, to be considered further, the grievance must be appealed to the Sheriff or the designee within fourteen (14) calendar days from receipt of the answer in Step 1. The Sheriff or designee will meet at a mutually agreed upon time and date with the appropriate Union representative (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Sheriff or designee and returned to the employee and the Union representative within seven (7) calendar days from the second step meeting.

Step 3. If the grievance is not settled in Step 2 it may be appealed to arbitration by the Union giving written notice of a request for arbitration, submitted to the County Sheriff within fifteen (15) calendar days from the date of postmark of the County Sheriffs Step 2 answer. Step 2 answers shall be sent by regular U.S. mail or hand delivered. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Step 2 answer of the County Sheriff without prejudice or precedent in the resolution of future grievances. The issue as stated in the Step 2 meeting shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

### **Communications Department-**

Should an employee have a grievance in the Communications Department, it shall be adjusted in accordance with the following procedure:

All grievances must be presented promptly and no later than fourteen (14) calendar days from the date of the action that prompted the grievance. In the event an employee is suspended or discharged the grievance shall be appealed directly to arbitration.

Step 1. Within seven (7) calendar days of receipt of the written grievance from the employee or his/her Union representative, the Communications Officer will meet with the appropriate Union representative at a mutually agreed upon time and date (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Communications Officer and returned to the employee and the Union representative within seven (7) calendar days from receipt of the written grievance submitted to the Communications Officer.

Step 2. If the grievance is not settled in Step 1 it may be appealed to arbitration by the Union giving written notice of a request for arbitration, submitted to the Communications Officer within fifteen (15) calendar days from the date of postmark of the Communications Officer Step 1 answer. Step 1 answers shall be sent by regular U.S. mail or hand delivered. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Step 1 answer of the Communications Officer without prejudice or precedent in the resolution of future grievances. The issue as stated in the Step 1 meeting shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

### Section 3. Grievance Procedure.

The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union and/or bargaining unit employees, excluding information that involves a criminal investigation. The Union and the Employer agree that at any time the parties may meet to resolve a timely grievance.

The failure of any employee to act on a grievance within the prescribed time limits will act as a bar to further appeal. Grievances not answered by the Employer within the prescribed time limits in any step of the grievance procedure shall be automatically appealed to the next step of the Grievance Procedure.

Within fourteen (14) calendar days of the date of the written request for arbitration, the parties shall meet to select an arbitrator. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the County's receipt of the arbitration notice, the parties or party, acting jointly or separately, shall request in writing the Iowa Public Employment Relations Board to furnish a list of seven (7) arbitrators. Either party may reject the entire list once before the striking procedure begins. Upon receipt of the list, the parties designated representatives shall determine who has the right to strike the first name from the list by a coin toss. Each of the two (2)

parties shall alternately strike one (1) name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator.

The decision of the arbitrator will be final and binding on both parties, provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

The County and the Union will share equally any joint cost of the arbitrator and of the arbitration procedure, including hearing room and fees and expenses of the arbitrator. Each party shall pay its own cost of preparation and presentation for Arbitration. Should the grievance be upheld, the lost wages of the employee will be paid by the employer, however, the expense of a stenographic transcript of the arbitration hearing and the costs of any transcripts will be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Any other expense shall be paid by the party incurring them. The arbitrators shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to change, alter, detract from or add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

All grievance and arbitration meetings under this Article are to be open to the public unless the parties mutually agree to hold the hearing in private.

#### **Section 4. Time Limits.**

Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits. Facsimile may also be used in the grievance appeal procedure.

## ARTICLE 8- UNIFORMS

**Section 1.** The Employer will furnish all regular full-time Deputies at employment with the following clothing and equipment.

Clothing:

1. (2) hats
2. (3) short sleeve shirts
3. (3) long sleeve shirts
4. (3) turtleneck shirts or dickeys
5. (3) pair of trousers
6. (2) neck ties
7. (1) winter weight coat
8. (1) pair of boots, shoes, and overshoes
9. name badge

Equipment:

10. belt and holster (upper and lower)
11. bullet proof vest
12. (1) of each badge - hat, shirt, coat, and wallet
13. PR-24 or ASP upon certification and holder
14. mace and holder
15. handcuffs and case
16. key ring
17. gun as determined by the Sheriff
18. (3) clips of ammo and (2) clip pouches

Employees shall also be eligible for the uniform allowance set forth in this agreement to purchase items I through 9.

Employees, upon termination of employment with the County, shall surrender to the County all items, with the exception of clothing items that have become unserviceable, provided to the Employee pursuant to Section 1 of this Article which have been purchased by the County and documented in County records as of July 1, 1997.

A cleaning service for the Deputies uniforms will be provided by the Employer not to exceed three-hundred and fifty dollars (\$350) per year. Replacement allowance for Deputies is not to exceed five-hundred dollars (\$500) for uniform articles 1 through 9. Replacement of these uniform articles shall be completed in an expeditious manner once a written request is submitted to the Sheriff

**Section 2.** The Employer will furnish all regular full-time Jailers with the following uniform articles, 6 shirt 3 pairs of pants and a pair of overshoes. The employee shall have the option of choosing short or long sleeve shirts. Replacement of these uniform articles shall be completed in an expeditious manner once a written request and the unserviceable item are submitted to the Sheriff.

**Section 3.** In the event uniforms or equipment items provided pursuant to this Article are damaged or lost in the performance of duty, the County shall repair or replace such uniforms and equipment. The Employer agrees to replace personal items damaged during the performance of assigned duties as their current value, up to a maximum of one-hundred and fifty dollars (\$150) for eyeglasses and/or contact lenses and fifty dollars (\$50) for watches. Other items damaged during the performance of assigned duties may also be submitted for reimbursement at their current value, not to exceed one-hundred dollars (\$100).

When damage is incurred to uniforms, equipment or personal items a written report will be submitted to the Sheriff along with the item damaged. The report should include details of how the property was damaged and who the responsible party is that caused the damage so the County can seek reimbursement from that individual either from restitution from criminal charges or civil litigation.

**Section 4.** The Employer shall provide six (6) polo-shirts to those Dispatchers who adhere to the Communications Division Standard Operating Procedure Policy - Uniform Requirements. The County shall provide a uniform replacement allowance of one-hundred dollars (\$100) per contract year. Dispatchers are allowed to purchase and/or replace one (1) large uniform item per year (i.e. pull-overs, jackets, etc).



## ARTICLE 9- HOLIDAYS

### **Section 1.     Holidays Recognized and Observed**

Regular full-time and introductory employees, except seasonal, temporary and part-time employees, are eligible for the following paid holidays.

New Years Day  
Presidents Day  
Memorial Day  
Fourth of July  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for those employees on a Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

### **Section 2.     Holiday Pay.**

Holiday pay shall be equal to one (1) regularly scheduled work day but not less than eight (8) hours for full-time employees.

When a holiday falls on an employee's regularly scheduled work day, the employee will receive their regular shift pay, except that no full-time employee shall receive less than eight hours.

When the holiday falls outside the regularly scheduled work day, the employee will receive eight (8) hours compensation which may be in cash or compensatory time at the employee's discretion.

The employer agrees that employees required to work on a holiday as provided above will receive eight (8) hours compensation which may be in cash or compensatory time at the employee's discretion. Part-time employees will be paid time and one-half (1 1/2) for hours worked on a holiday and are not subject to holiday pay.

Such cash or compensatory time off shall be equal to one scheduled work day but not less than eight (8) hours for full-time employees. When compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the Sheriff or Communications Officer. Such time shall lapse if not used within a three (3) month time period or the employee will be paid at the straight time rate for the holiday.

**Section 3.      Holiday Premium Pay.**

When an employee is required by the Employer to work the holiday listed above, the Employer agrees to provide holiday premium pay at the rate of time and one-half (1 1/2) the employees regular rate in addition to their normal holiday pay for all hours worked between the hours of 12:00 AM and 11:59 PM and for all hours worked on a regularly scheduled shift for which at least half of the scheduled hours fall on a holiday. At the discretion of the employee, such premium compensation shall be either in cash or compensatory time.

In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the Employer.

Notwithstanding the above, the Employer and individual employees may mutually agree to allow the employee to request cash payment after an election has previously been made to utilize compensatory time.

**Section 4.      Eligibility Requirements.**

To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday.

Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence without pay.

## ARTICLE 10- VACATIONS

### **Section 1.      Vacation Schedules**

Regular full-time employees shall be entitled to paid vacation as follows.

Deputies/Jailers and Dispatchers:

After one (1) year of continuous service	6 work days
After two (2) years of continuous service	12 work days
After six (6) years of continuous service	18 work days
After eleven (11) years of continuous service	24 work days plus 1 day for every year of service after 20 years

Paid vacation earned during any year will be credited to the employee's account on their anniversary date.

During the first anniversary year, an employee is not eligible to earn pro rata vacation time and pay. During the subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked if at least twelve hundred (1200) hours worked.

Paid leave time such as compensatory time, sick leave, vacation time and recognized holidays are considered as time worked in the computation of vacation time.

Temporary Emergency Leave:

Employees may use accrued vacation leave for temporary emergency leaves. This leave shall be granted at the sole discretion of the Sheriff or his designated representative or the Communications Officer or his designated representative.

### **Section 2.      Choice of Vacation Period.**

All vacation requests shall be submitted to the Sheriff or his designated representative or the Communications Officer or his designated representative by the 15th of the previous month and not prior to sixty (60) days in advance. Vacation requests shall be answered within forty-eight (48) hours after receipt. If two (2) or more vacation requests are received on the same day, seniority shall govern in determining the approval of such request. Vacation may be taken in daily increments. The Employer may require rescheduling of vacation in emergency situations.

### **Section 3.      Vacation Pay**

Vacation pay will be at the employee's normal rate of pay for the day or week for which he would have been regularly scheduled to work.

If an employee is under the care of an attending physician while on their paid vacation, that portion of the paid vacation will be converted to sick leave and the vacation may be re-scheduled upon satisfactory proof of said care being provided to the Employer.

**Section 4.      Holiday During Vacation Period.**

If a recognized paid holiday falls during the employee's vacation, the employee shall not be charged with a vacation day on the day the holiday occurs.

**Section 5.      Vacation Rights in Case of Layoff or Separation**

Upon resignation, layoff or termination from County service, an employee shall be paid for all unused vacation and accumulated compensatory time left at the time of termination.

**Section 6.      Vacation Carry Over.**

All vacation must be taken during the twelve month period following the anniversary date of qualifying employment, unless approved in writing by the Sheriff or the Communications Officer. At the employee's option, vacation time of two (2) work weeks may be carried over for six (6) months; however, these may not be accumulative.

## ARTICLE 11- LEAVES OF ABSENCE

### Section 1. Eligibility

Employees shall be eligible for leaves of absence after completing their introductory period.

### Section 2. Paid Leaves of Absences

#### A. Sick Leave

A regular full-time employee who has completed one hundred twenty (120) days of continuous service will be credited with five (5) days of paid sick leave. Thereafter, sick leave will be earned at the rate of one and one-half days per month and can accumulate up to a maximum of one hundred (100) days. For those employees, who, on July 1 of each calendar year, have a sick leave balance of over 100 days, the County agrees to buy-back that amount on a ratio of two (2) hours to every eight (8) hours. The employee shall have the option to either buy-back in cash, compensatory time or vacation leave by notifying the County Sheriff or Communications Officer in writing of their desire no later than June 15th of each calendar year. In the event the employee fails to notify the employer, cash will be paid on a separate check.

Employees who do not utilize sick leave between January 1st and June 30th will be granted four (4) hours of compensatory time on July 1st, to be utilized in accordance with the paid leave policy of the sheriffs department. Employees who do not utilize sick leave between July 1st and December 31st will be granted four (4) hours of compensatory time on January 1st, to be utilized in accordance with the paid leave policy of the Sheriffs Department or Communications Department. The earned compensatory leave time shall be separate from the compensatory time accumulation lid as indicated in Article 12 - HOURS OF WORK AND OVERTIME, Section 6, subparagraph A, number two (2).

Any employee who is unable to report for work on any day because of illness must notify their supervisor of this fact by telephone within one (1) hour of the time they are scheduled to report for work but no sooner than four (4) hours before scheduled time to report for work. Failure to give proper notice may be reason for the refusal of sick leave with pay and result in disciplinary action, unless circumstances are beyond the employee's control.

The Employer may request a written medical certification with diagnosis and prognosis for all sick leave after an employee has used five (5) days of sick leave in a contract year or if reasonable grounds exist to suspect abuse. The Employer shall advise the employee upon the employee's notification that sick leave is needed that a medical certification slip will be needed. If the Employer demands an additional form of proof, different than that which was furnished by the employee, and involves cost to the employee, the Employer shall pay the cost of such professional services when such verifies that the employee was not abusing sick leave. When the employee is directed to obtain such evidence during his/her hours of scheduled work, the employee shall be allowed time off without loss of pay or other benefits.

The Employer shall not deny Sick Leave to any employee upon initial request. Sick Leave will not be granted if an employee is injured while gainfully employed by a different employer and/or self employed.

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence, without loss of seniority, for the duration of their illness or injury or up to one (1) year in ninety (90) days increments to be extended by the Sheriff or Communications Officer, whichever is shorter. If an employee remains unable to return to work due to illness or injury following the completion of ninety (90) days, his/her health condition will be evaluated to determine whether or not further unpaid leave is appropriate.

In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, members of the AFSCME Iowa Council 61, AFL-CIO shall be allowed to donate their personal sick leave in no less than eight (8) hour increments to assist said employee. Donated sick leave time shall not exceed ninety (90) calendar days. All requests by employees to donate paid leave shall be in writing and submitted to the County Sheriff. Should the Employer suspect sick leave abuse by injured/ill employee, the Employer may deny employee contributions to such employee.

#### B. Personal Leave

##### Family Illness:

The employee may utilize up to 40 hours of sick leave for the purpose of attending to family illness. Family shall be defined as spouse, children, stepchildren, grandchildren, mother or father.

##### Family Death:

Employees may be granted paid leave time in the amount of three (3) working days for the death of a family member. Family shall be defined as the employee's spouse, children, step parents, stepchildren, mother, father, sister, brother, grandparents or grandchildren, niece, nephew or the employee's mother-in-law, father-in-law, sister-in-law or brother-in-law, Any such leave shall be only for the scheduled work days falling within the period commencing with the death and extending through the day of the funeral. The Sheriff or the Communications Officer may grant two (2) additional days for travel however, the additional days shall be deducted from the employees sick leave balance.

#### C. Military Leave

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29A. 28 of the Code of Iowa 1975, and any other applicable state and federal laws.

D. Jury Duty/Legal Leave:

An employee required to serve as a juror shall receive his regular wages. In order to receive payment for such duty, the employees must submit certification of service and assign all fees to the Employer. When released from duty during working hours, the employee will report to work immediately.

E. Court Appearance Pay:

An employee who is required by the Employer to appear in any Court or administrative proceedings during non-working hours as a result of the performance of his/her duties shall be paid for actual hours spent in Court or for a minimum of two (2) hours, whichever is greater, at one and one-half (1 1/2) times the employees regular hourly rate. If the employee chooses the two (2) hour minimum, they shall report to the Sheriffs Department or Communications Department and perform job assignments until the two (2) hour time frame has expired.

F. Additional Leave

Additional leave, paid or unpaid, may be granted at the discretion of the County Sheriff or Communications Officer.

G. Leave of Absence Without Pay

A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by an employee who has completed the probationary period and approved by the Employer in writing. The employee will be given a copy of the authorization.

Upon termination of any such leave of absence, the Sheriff or the Communications Officer may at their discretion, request that the employee visit a doctor in order to ensure that the employee is physically able to return to work. The fee shall be paid by the employee. The Employer may request a second opinion from a medical doctor as to whether or not the employee is physically able to return to work. The doctor shall be selected by the County and the fee shall be paid by the employer. The employee shall return to work in the same step or capacity as when the employee left, provided, that during such period no employee shall earn sick leave, vacation, seniority or other leave.

In the event an employee fails to return to work at the end of any such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

During a leave of absence without pay, the employee:

- (a) must pay group hospital premiums falling due during any month the employee is not on the payroll.
- (b) must pay premiums for coverage under any group life insurance plan;
- (c) shall not receive any other job benefits during the period of absence; and

(d) shall not acquire additional seniority during said leave.

The Employer may make exceptions to any of the above conditions (a-d) for leaves not exceeding thirty (30) days.

H. Catastrophic Illness Contributions

In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, members of the AFSCME Iowa Council 61, AFL-CIO shall be allowed to donate their personal sick leave in no less than eight (8) hour increments to assist said employee. All requests by employees to donate paid leave shall be in writing and submitted to the Sheriff or Communications Officer. Should the Employer suspect sick leave abuse by the injured/ill employee, the Employer may deny employee contributions to such employee.

I. Sick Leave Upon Retirement

Employees shall be eligible for cash reimbursement of unused sick leave in an amount not to exceed the schedule below as prescribed by this agreement on the effective date of the employee's retirement date or after fifteen (15) years of service.

Effective July 1, 1999 - one (4) hour of regular pay for every eight (8) hours of accumulated sick leave.



## **ARTICLE 12- HOURS OF WORK AND OVERTIME**

### **Section 1. Work Schedules:**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The schedule shall be posted on the 20th of each month for the next months job assignment.

### **Section 2. Work Day:**

Sheriffs Department - Deputies and Jailers shall work a rotating schedule of six (6) days on and three (3) days off, six (6) days on and two (2) days off. Deputies and Jailers will work eight (8) hours per day for an average 2,061 hours per year. The Jail shall include a "A" and "N" shift which will consist of an afternoon assignment and a night assignment and be staffed by separate employees. This shift will be bid on a seniority basis and movement between the assigned times can be made with little or no notice. Movement between the afternoon and night assignments may require an adjustment to days off. Efforts by the Administration will be made when changing assignments to cause the least possible disruption.

Communications Department - The normal work hours for Dispatchers are: 8:00 am to 4:00 pm, 4:00 pm to 12:00 am, and 12:00 am to 8:00 am. The employees are scheduled for a rotating schedule of six (6) days on and three (3) days off, six (6) days on and two (2) days off. Dispatchers will work eight (8) hours per day for an average of 2,061 hours per year. The Communication Officer has the right to modify shift hours, including the implementation of twelve (12) hour shifts in order to meet the needs of the department.

The shifts designated above shall be posted for bid and staffed by seniority on the basis of bids submitted by such employees to be effective July 1, of each fiscal year. All newly created permanent shifts shall be posted for bid by seniority and shall be filled at the time the shift is created. Any subsequent vacancy created as a result of the new permanent shift shall also be posted for bid by seniority. For the purpose of this article a permanent shift shall be any shift exceeding 45 work days. Any vacancy occurring in a shift, prior to the July 1, bidding, shall be posted for bid and staffed accordingly. Such vacancy posting shall state the job title, shift hours and regularly scheduled days off

Each of the above mentioned shifts may be varied not to exceed two (2) hours, at the sole discretion of the Sheriff or Communications Officer, provided the employees affected are provided with a minimum of sixteen (16) hours notice as to the change of hours for the shift.

Employees of the Sheriff's Office and Communications Center shall be required to carry pagers. Pagers will be worn by employees at all times on and off duty during their regularly scheduled work day. Employees are not required to wear pagers on their regular scheduled days off or vacation days. An employee can refuse a mandated call when on a scheduled day off. However, the employee must have their pager on at least four (4) hours prior to and after their regularly scheduled shift as an extension of their shift hours. The purpose of the pager is for the Sheriff or

Communications Center to notify employees of scheduling changes, court cancellations and/or emergencies. The wearing of the pager shall not restrict off duty time or movement.

During an emergency as declared by the Sheriff or Communications Officer, employee's shifts, hours and duties may be established at the discretion of the Sheriff or Communications Officer.

### **Section 3. Shift Differential**

Employees whose shift is scheduled to begin between 1:00 PM to 7:00 PM shall receive an additional \$.20 per hour shift differential. Employees whose shift is scheduled to begin between 7:00 PM and 3:00 AM shall receive an additional \$.30 per hour shift differential.

### **Section 4. Meal Periods**

Employees who by nature of their work are required to be on duty for eight (8) consecutive hours, may receive, if conditions permit, a one-half (1/2) hour meal period to be taken at their respective work stations.

### **Section 5. Overtime.**

#### **A. Overtime Compensation**

Dispatchers shall be paid overtime at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of 40 hours per week. (See Memorandum of Understanding)

Deputies and Jailers shall be paid overtime at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of 96 hours in a 17 day work cycle.

1. The decision to receive overtime payment in cash or compensatory time shall rest with the employee.
2. However, ninety-six (96) hours is the maximum an employee may accrue. Compensatory time is earned at the rate of time and one-half (1 1/2) and cannot be accumulated beyond ninety-six (96) hours without permission of the Sheriff or Communications Officer.

#### **B. Scheduling of Overtime**

The employer will, as far as practical, as per procedure established by the Standard Operating Procedure, distribute overtime on an equal basis. The Employer will not mandate an employee to work overtime on the employees day off unless it is the only option available.

#### **C. Work Time.**

All paid leave except Sick Leave shall be counted as working time for the purpose of determining overtime.

**Section 6.**      **Work During Vacation Period.**

In cases where an employee is called in during their vacation, the time worked will be paid at one and one-half (1 ½) times the regular rate. The employee may then reschedule their vacation time. The employer shall not call employees off of their vacation unless it is an emergency.

**Section 7.**      **Call Back Time.**

In the event the Employer directs an employee to return to work after completing their normal shift, the employee shall receive a minimum of two (2) hours pay at time and one-half

**Section 8.**      **Car Wash.**

Deputies shall receive \$110.50 every six months to wash their assigned patrol car.

**Section 9:**      **Trade Time.**

Employees within the bargaining unit may utilize trade time agreements among themselves. Such agreements shall be voluntary and shall consist of employees agreeing to trade off working assignments.

Trade time agreements shall be between employees of equal job classifications. Non-Certified employees may not utilize trade time provisions. Employees must meet all certification qualifications to utilize trade time. Employees utilizing this agreement shall agree between themselves as to the pay back conditions except that pay back must be accomplished within the pay period. Such agreement shall be written on a form provided by the Sheriff or Communications Officer, signed by the agreeing employees and witnessed. Such agreement must be delivered to the Sheriff or Communication's Officer at least one duty shift prior to the trade time date unless the Sheriff or Communications Officer agrees otherwise.

If a substituting employee fails to report for duty for any reason, it shall be the responsibility of the substituting employee to attempt to find a replacement employee. Should the substituting employee fail to find a replacement employee, any time lost will be deducted from the substituting employee's appropriate leave provision. All trade time worked shall be at straight time pay.

## ARTICLE 13- LAYOFFS

### **Section 1. General Layoff Procedures.**

When the work force is to be reduced the employee with the least job classification seniority in the job classification affected shall be the first removed. The employee removed can then replace an employee with lesser seniority, in a lateral or a lower job classification, if they are qualified to perform the work.

### **Section 2. Recall Rights.**

On recall from layoffs, employees will be returned to work in reverse order in which they were laid off, if they are qualified to perform the work available. Introductory employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by a notice in writing sent by certified mail, return receipt requested, to the last address shown on the employer's record. It is the employee's responsibility to keep the Employer informed of their current address and phone number. The recall list will remain in force for a period not to exceed two (2) years from the date of layoff

The Sheriff or the Communications Officer may at their discretion, request that the employee visit a doctor selected by the County in order to ensure that the employee is physically able to return to work. The fee shall be paid by the Employer.

## ARTICLE 14- SENIORITY

### **Section 1. Definition.**

Seniority means an employee's length of continuous full-time service within their job classification in the Sheriff's Department or Communications Department.

### **Section 2. Introductory Period.**

**Sheriff's Department** - All new Deputies and Jailers which have not completed the Law Enforcement Academy or the 40 hour Jail Course shall serve an introductory period of one (1) year before becoming a regular full-time employee. Deputies and Jailers which have successfully completed the Law Enforcement Academy or the 40 hour Jail Course prior to employment with the County, shall serve an introductory period of six (6) months before becoming a regular full-time employee.

**Communications Department** - All new Dispatchers which have not completed the Dispatch certification course shall serve an introductory period of one (1) year before becoming a regular full-time employee. Dispatchers which have successfully completed the Dispatch certification prior to employment with the County, shall serve an introductory period of six (6) months before becoming a regular full-time employee.

Said introductory periods may be extended upon mutual agreement between the employee and the Employer. If the employee's introductory period is extended as a result of not being able to attend the Law Enforcement Academy or the 40 hour Jail Course, the county will provide retroactive pay back to the employee's anniversary date upon successful completion of the Academy or Jail Course. If the introductory period of any employee is extended the Local Union President shall be notified. Upon satisfactory completion of the introductory period, the employee will be placed on the seniority list and their seniority will be determined from their date of employment, as defined in Section 1 of this Article. Introductory employees may be terminated, demoted, laid off for any reasons during their introductory period without recourse to the grievance procedure.

### **Section 3. Termination of Seniority.**

An employee shall lose his seniority and the employment relationship shall be broken and terminated as follows:

1. An accepted employee resignation.
2. Employee is terminated for cause.
3. Employee is laid off and fails to report to work within fourteen (14) calendar days after receipt of the registered letter notifying the employee of recall.

4. An employee is absent from work for any reason for over 90 days or for a period of time equal to their seniority, whichever is shorter. An employee may be absent from work longer than 90 days with permission from the Employer.

**Section 4.**      **Seniority Accumulation.**

An employee on unpaid leave does not accumulate seniority on a leave that is thirty (30) days or longer.

**Section 5.**      **Seniority Lists.**

The seniority list shall be revised to reflect the employee's status as of July 1 of each year. The failure of an employee or the Union to protest the seniority listing within thirty (30) calendar days shall be considered to have confirmed the accuracy of the list.

## ARTICLE 15- INSURANCE

### **Section 1. Health Insurance**

The County shall provide a group insurance coverage for medical/surgical, including, major medical benefits (Group Insurance Plan). The County shall pay one hundred percent (100%) of the insurance premium for the single coverage under the Group Insurance Plan.

An employee obtaining family coverage under the Plan shall pay twenty percent (20%) of the monthly family health insurance premium.

All employees shall be reimbursed one-hundred dollars (\$100) per year to assist with the cost of prescription deductibles. In order to receive reimbursement, the employee is required to submit receipts to the Auditor.

The insurance program referred to in this contract (ISAC 8) shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer. In the event the Employer has to change medical providers during this contract period, the parties agree to reopen this article for negotiations. The Employer shall adhere to all requirements of the health insurance carrier.

### **Section 2. Worker's Compensation Benefits.**

Worker's Compensation insurance has primary responsibility for worker's compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent covered under group medical benefits as set forth in Article 15 of this Agreement during the tendency of Industrial Commission appeal proceedings for worker's compensation benefits and the Employer or its insurance carrier, if any, shall continue to possess all rights of subrogation as provided by law arising from the payment of such expenses.

All regular full-time employee who have been injured in the scope and course of his/her employment with the Employer and who is eligible for Workers Compensation payments, may elect to supplement Workers' Compensation benefits with sick leave, vacation leave or compensatory time leave in accordance with Iowa Code 85.3 8(3). Sick leave may be used only to the extent it is available.

The Employer may only make deductions from paid leave accounts for the difference between the regular gross pay and the Workers' Compensation pay.

### **Section 3. Life Insurance.**

The County shall provide all regular full-time and part-time employees a \$10,000 life insurance policy. This policy covers dependents. The coverage is \$2,000 for spouses, \$200 for children age fourteen (14) days to six (6) months, and \$2,000 for children from six (6) months of age to age nineteen (19). If the child is a full-time student the coverage is extended to age twenty-three (23). The County shall provide an additional \$7,500 life insurance policy to all regular full-time employees. Both policies include accidental death and dismemberment coverage.

**Section 4.**      **Dental Insurance.**

The County shall pay the entire single premium of the dental insurance provided for all regular full-time employees. Dependent coverage is also available to employees, however employees choosing to participate in this program shall pay the premiums for this coverage.



## ARTICLE 16- LONGEVITY PAY

All full-time employees will receive longevity pay according to the following schedule:

After 5 years of continuous service:	\$200 per year
After 10 years of continuous service:	\$300 per year
After 15 years of continuous service:	\$400 per year
After 20 years of continuous service:	\$500 per year

Longevity pay shall be paid on a separate check issued with the first pay check in the month of December. December 1st is the eligibility date for receiving longevity payment.

## ARTICLE 17 – WAGE AND SALARY SCHEDULE

Duration of the collective bargaining agreement to be effective July 1, 2004 – June 30, 2007.  
The following wage increases will be effective according to the effective dates listed below:

<u>Effective Date</u>	<u>Deputy</u>	<u>Jailer</u>	<u>Dispatcher</u>
July 1, 2004	2.5%	2.5%	1.5%
January 1, 2006	3%	4%	2%
July 1, 2006	3%	3%	3%

The hourly rate is determined by dividing the annual rate by 2,061 hours per year.

Jailers and Deputies are paid on an annual basis. The hourly rate is utilized for the purpose of calculating overtime.

### Salary Schedule – Effective July 1, 2004

<b>DEPUTY (2.50%)</b>	<b>Entry</b>	<b>After Probation</b>	
Annual	\$34,328	\$36,652	
Hourly	\$16.66	\$17.78	
Overtime	\$24.99	\$26.67	
<b>JAILER (2.50%)</b>	<b>Entry</b>	<b>After 6 months</b>	<b>After 2 years</b>
Annual	\$19,435	\$21,590	\$23,745
Hourly	\$9.43	\$10.48	\$11.52
Overtime	\$14.15	\$15.72	\$17.28
<b>DISPATCHER (1.50%)</b>	<b>Entry</b>	<b>After 6 months</b>	<b>After 2 years</b>
Annual	\$23,413	\$26,981	\$27,973
Hourly	\$11.36	\$13.09	\$13.57
Overtime	\$17.04	\$19.64	\$20.36

**Salary Schedule – Effective January 1, 2006**

<b>DEPUTY (3.00%)</b>	<b>Entry</b>	<b>After Probation</b>	
Annual	\$35,358	\$37,752	
Hourly	\$17.16	\$18.32	
Overtime	\$25.74	\$27.48	
<b>JAILER (4.00%)</b>	<b>Entry</b>	<b>After 6 months</b>	<b>After 2 years</b>
Annual	\$20,212	\$22,454	\$24,695
Hourly	\$9.81	\$10.89	\$11.98
Overtime	\$14.71	\$16.34	\$17.97
<b>DISPATCHER (2.00%)</b>	<b>Entry</b>	<b>After 6 months</b>	<b>After 2 years</b>
Annual	\$23,881	\$27,521	\$28,532
Hourly	\$11.59	\$13.35	\$13.84
Overtime	\$17.38	\$20.03	\$20.76

**Salary Schedule – Effective July 1, 2006**

<b>DEPUTY (3.00%)</b>	<b>Entry</b>	<b>After Probation</b>	
Annual	\$36,419	\$38,885	
Hourly	\$17.67	\$18.87	
Overtime	\$26.51	\$28.31	
<b>JAILER (3.00%)</b>	<b>Entry</b>	<b>After 6 months</b>	<b>After 2 years</b>
Annual	\$20,818	\$23,128	\$25,436
Hourly	\$10.10	\$11.22	\$12.34
Overtime	\$15.15	\$16.83	\$18.51
<b>DISPATCHER (3.00%)</b>	<b>Entry</b>	<b>After 6 months</b>	<b>After 2 years</b>
Annual	\$24,597	\$28,347	\$29,388
Hourly	\$11.93	\$13.75	\$14.26
Overtime	\$17.90	\$20.63	\$21.39

## ARTICLE 18- DEFINITIONS

**Section 1.** Part-time employees and temporary employees are not included in the bargaining unit, are not entitled to any of the benefits of this Agreement, and shall not become regular employees unless hired as permanent employees and thereafter successfully complete the introductory period.

**Section 2.** An introductory employee is one who has not completed the introductory period as defined in Article 15 of this Agreement. During the introductory period, such employee may be discharged by the Employer with an explanation; any such discharge shall not be subject to grievance.

**Section 3.** A permanent employee is an employee other than a temporary employee or a part-time employee.

**Section 4.** Except where the contract clearly indicates otherwise, the word 'employee', when used in this Agreement, shall be limited to mean "permanent" employee.

**Section 5.** Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

**Section 6.** Union, as referred to in this Agreement, shall mean Local 3094 of the American Federation of State, County and Municipal Employees, AFL-CIO, Iowa Council 61.

**Section 7.** Employer, as referred to in this Agreement, shall mean Mills County, Iowa, acting through its Board of Supervisors, or other persons designated by the Board of Supervisors to act on it's behalf

**Section 8.** Bargaining unit shall refer to the permanent employees within the eligible classifications pursuant to the Order of Certification in Case No. 5122 of the Iowa Public Employment Relations Board, as it may be amended from time to time.

**Section 9.** Certified Employee, as referred to in this Agreement, shall mean employees which have completed on-the-job training and those Deputies which have successfully completed the Iowa Law Enforcement Academy, those Jailers which have successfully completed the forty (40) hour Jailer certification course and those Dispatchers which have successfully completed the NCLC certification.

## **ARTICLE 19- HEALTH AND SAFETY**

### **Section 1.     Safety.**

Safety is a mutual concern of the Employer and the employee. The employees, in the course of performing duties, shall report unsafe practices, equipment or conditions to their immediate supervisor.

The Employer agrees to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration and the United States Occupational Safety and I-Health Administration, U.S. Department of Labor.

The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

### **Section 2.     Substance Abuse**

The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his job duties and responsibilities. The Employer and the Union will therefore aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary.

### **Confidentiality**

Records concerning an employee's treatment for alcoholism, drug or stress related problems shall remain confidential.

### **Section 3. Training**

The Employer agrees to adhere to the training regulations as directed by the Iowa Code. Employee's shall submit to the Sheriff or Communications Officer any documentation or certification that reflects successful completion of any training program.

### **Safety Committee.**

A Safety Committee shall be established and comprised of five (5) members, two (2) which are appointed by the Union, two (2) which are appointed by the Sheriff or Communications Officer and one (1) which is a mutually agreed upon selection. The mutually agreed upon selection can be from either inside or outside County employment. The Committee shall select a chairperson. The Committee shall meet on an as needed basis.

ARTICLE 20- DURATION

THIS AGREEMENT shall be effective from July 1, 2004 through June 30, 2007. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

EMPLOYER

SHERIFF'S DEPARTMENT  
COMMUNICATIONS DEPARTMENT  
MILLS COUNTY, IOWA

UNION

LOCAL NO. 3094 OF THE  
AMERICA FEDERATION OF  
STATE, COUNTY & MUNICIPAL  
EMPLOYEES, AFL-CIO

By \_\_\_\_\_  
Sheriff

By Raele Baird  
Staff Representative

By \_\_\_\_\_  
Communications Director

By William S. Smith  
Employee Representative

By \_\_\_\_\_  
Chairman, County Board of Supervisors

Acknowledged by:

By Kimberly Clark  
Employee Representative

By Many Dains  
Employer Representative

By Lisa York  
Employee Representative

## MEMORANDUM OF UNDERSTANDING

It is mutually understood by both parties that by operating on a 6/2,6/3 rotating work schedule, Dispatchers may be scheduled for thirty-two (32) hours in a work week. In the event that an employee is scheduled to work thirty-two (32) hours in a work week and is called into duty on a regularly scheduled day off, the employee will be compensated at the rate of one and one-half times the hours worked. The exception to this is anytime an employee is called into work four (4) hours before or four (4) hours after a regularly scheduled shift. In this case, the employee will be compensated at straight pay for the hours worked unless the exceed forty (40) hours for the work week.

It is also mutually agreed that when an unscheduled absence occurs and a Supervisor is scheduled to work during a regularly scheduled work day, the Supervisor will be mandated to stay late (4 hours) or report to work early (4 hours) to provide coverage. If a Supervisor is not scheduled to work or is on a leave of absence, shift coverage shall be mandated based upon seniority.